

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1
2. CONTRACT NO.  DTFA-02-02-D-07884	3. SCREENING INFORMATION REQUEST NO.  DTFA-02-02-R-00007B	4. TYPE OF SOLICITATION  <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED  9/14/01	6. REQUISITION/PURCHASE  NO. 02-00007 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (if other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933			

**INDEFINITE DELIVERY/INDEFINITE QUANTITY SOLICITATION AIRWAY FACILITIES INSTRUCTIONAL  
LABOR HOUR TYPE CONTRACT SUPPORT SERVICES**

9. Sealed offers in original and TWO copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:30 p.m. local time 11/16/01.  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Randy Cramer	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7831
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11. TABLE OF CONTENTS			
(N)	SEC	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	7
X	D	PACKAGING AND MARKING	7
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**OFFER (Must be fully completed by offeror)**

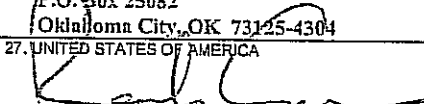
NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR AERO TECH SERVICE ASSOCIATES, INC. 909 S. MERIDIAN AVE., SUITE 200 OKLAHOMA CITY, OK 73108	15B. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
15D. TELEPHONE NO. (Include area code)	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED #1 THROUGH #12, BASE YEAR.	20. AMOUNT \$5,686,976.56	21. ACCOUNTING AND APPROPRIATION TO BE DETERMINED ON SUBSEQUENT DELIVERY ORDER(S).
24. ADMINISTERED BY (if other than Item 7) FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >
26. NAME OF CONTRACTING OFFICER (Type or print) RANDY CRAMER	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 3-27-02

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED O  
UNDER DPAS (15 CFR 350)

RATING

PAGE OF

1

2. CONTRACT NO.

3. SCREENING INFORMATION  
REQUEST NO.

4. TYPE OF SOLICITATION

☒ NEGOTIATED (RFO)

5. DATE ISSUED

9/14/01

6. REQUISITION/PURCHASE

NO. 02-00007

(FAA Internal Use Only)

7. ISSUED BY

CODE

FAA, AMT Acquisition Division (AMQ-310)  
6500 South MacArthur Boulevard, MPB Bldg, Rm, 321  
P.O. Box 25082  
Oklahoma City, OK 73125-4931

8. ADDRESS OFFER TO (If other than Item 7)

FAA, Customer Service Desk (AMQ-140)  
Multi-Purpose Building, Room 321  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4933INDEFINITE DELIVERY/INDEFINITE QUANTITY  
LABOR HOUR TYPE CONTRACTSOLICITATION  
NAIRWAY FACILITIES INSTRUCTIONAL  
SUPPORT SERVICES9. Sealed offers in original and TWO copies for furnishing the supplies or services in the Schedule will be received at the place specified inItem 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:30 p.m. local time 11/16/01.

(Hour)

(Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR  
INFORMATION  
CALL: >

A. NAME

Randy Cramer

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(405) 954-7831

## 11. TABLE OF CONTENTS

IX	SEC	DESCRIPTION	PAGE(S)	IX	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21-36
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	37
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X	E	INSPECTION AND ACCEPTANCE	7	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	38-45
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X	G	CONTRACT ADMINISTRATION DATA	8-9	X	M	EVALUATION FACTORS FOR AWARD	59-65
X	H	SPECIAL CONTRACT REQUIREMENTS	9-21				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within N/A calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

## 13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, AMS Clause No.3.3.1-6)

10 CALENDAR DAYS

%

20 CALENDAR DAYS

%

30 CALENDAR DAYS

%

CALENDAR DAYS

%

14. ACKNOWLEDGMENT OF  
AMENDMENTS

(The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

A001

10/10/01

A004

11/14/01

A002

10/25/01

A005

11/15/01

A003

11/03/01

15A. NAME

CODE

048N7

FACILITY

AND

ADDRESS  
OF

OFFEROR

AERO TECH SERVICE ASSOCIATES, INC.

909 S. MERIDIAN AVENUE, SUITE 200  
OKLAHOMA CITY, OKLAHOMA 73108-163916. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER

(Type or print)

JOHN M. HOWARD

PRESIDENT AND CEO

15B. TELEPHONE NO. (Include area code)

15C. CHECK IF REMITTANCE ADDRESS

☐ IS DIFFERENT FROM ABOVE - ENTER  
SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

11/21/2001

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

INTRACT ID CODE PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO A001	3. EFFECTIVE DATE 10/10/01	4. REQUISITION/PURCHASE REQ NO. 0200007	5. PROJECT NO (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

FAA, MIKE MONRONEY AERONAUTICAL CENTER  
AMT CONTRACTING TEAM AMQ-310  
P O BOX 25082  
OKLAHOMA CITY OK 73125-4929

FOR MORE INFORMATION CONTACT:  
Name: RANDY CRAMER, AMQ-310  
Telephone No. (405) 954-7831  
Fax: (405) 954-3030

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ALL PROSPECTIVE OFFERORS

(X)	9A. AMENDMENT OF SOLICITATION NO DTFA-02-02-R-00007
X	9B. DATED (SEE ITEM 11) 9/14/01
	10A. MODIFICATION OF CONTRACT/ORDER
	10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF Solicitations**

(X) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ X ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [ ] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E.	IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return [ ] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

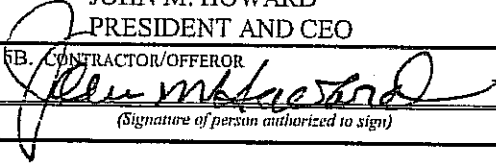

The solicitation referenced in Item 9A above for Airway Facilities Instructional Support Services is hereby amended as follows:

A. Closing date is hereby extended until October 26, 2001 at 3:30PM.

REFERENCE ITEM 11 ABOVE. ACKNOWLEDGE RECEIPT OF THIS AMENDMENT TO:

FAA BID & PROPOSAL OFFICER (AMQ-140)  
ROOM 321, MULTI-PURPOSE BUILDING  
6500 SOUTH MACARTHUR BOULEVARD (P.O. BOX 25082, ZIP 73125-4933)  
OKLAHOMA CITY, OK 73169-4933

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN M. HOWARD PRESIDENT AND CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RANDY CRAMER CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/16/2001
16B. UNITED STATES OF AMERICA BY:  (Signature of Contracting Officer)	16C. DATE SIGNED

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

NTRACT ID CODE PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO A002	3. EFFECTIVE DATE 10/25/01	4. REQUISITION/PURCHASE REQ NO. 0200007	5. PROJECT NO (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

FAA, MIKE MONRONEY AERONAUTICAL CENTER  
AMT CONTRACTING TEAM AMQ-310  
P O BOX 25082  
OKLAHOMA CITY OK 73125-4929

## FOR MORE INFORMATION CONTACT:

Name: RANDY CRAMER, AMQ-310

Telephone No. (405) 954-7831

Fax: (405) 954-3030

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ALL PROSPECTIVE OFFERORS	(X) 9A. AMENDMENT OF SOLICITATION NO DTFA-02-02-R-00007 9B. DATED (SEE ITEM 11) 9/14/01 10A. MODIFICATION OF CONTRACT/ORDER 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF Solicitations**

(X) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [ ] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E.	IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return [ ] copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


The solicitation referenced in Item 9A above for Airway Facilities Instructional Support Services is hereby amended as follows:

A. The hour and date specified for receipt is hereby extended to November 9, 2001,  
3:30 P.M. local time

**REFERENCE ITEM 11 ABOVE. ACKNOWLEDGE RECEIPT OF THIS AMENDMENT TO:**

FAA BID & PROPOSAL OFFICER (AMQ-140)  
ROOM 321, MULTI-PURPOSE BUILDING  
6500 SOUTH MACARTHUR BOULEVARD (P.O. BOX 25082, ZIP 73125-4933)  
OKLAHOMA CITY, OK 73169-4933

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN M. HOWARD PRESIDENT AND CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RANDY CRAMER CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/16/2001	16B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)	16C. DATE SIGNED

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

TRACT ID CODE PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO A003	3. EFFECTIVE DATE 11/03/01	4. REQUISITION/PURCHASE REQ NO. 0200007	5. PROJECT NO (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
FAA, MIKE MONRONEY AERONAUTICAL CENTER AMT CONTRACTING TEAM AMQ-310 P O BOX 25082 OKLAHOMA CITY OK 73125-4929		FOR MORE INFORMATION CONTACT: Name: RANDY CRAMER, AMQ-310 Telephone No. (405) 954-7831 Fax: (405) 954-3030	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ALL PROSPECTIVE OFFERORS	(X) 9A. AMENDMENT OF SOLICITATION NO DTFA-02-02-R-00007 9B. DATED (SEE ITEM 11) 9/14/01 10A. MODIFICATION OF CONTRACT/ORDER 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF Solicitations**

(X) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [ ] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
E. <b>IMPORTANT:</b> Contractor [ ] is not, [X] is required to sign this document and return [ ] copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The solicitation referenced in Item 9A above for Airway Facilities Instructional Support Services is hereby amended as follows:

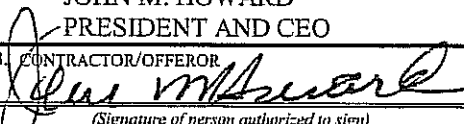
A. The hour and date specified for receipt is hereby extended to November 16, 2001, 3:30 PM local time.

B. The solicitation is hereby revised, **renumbered as DTFA-02-02-R-00007A**, and attached hereto. Specific changes contained therein are identified on the following page.

**REFERENCE ITEM 11 ABOVE. ACKNOWLEDGE RECEIPT OF THIS AMENDMENT TO:**

FAA BID & PROPOSAL OFFICER (AMQ-140)  
ROOM 321, MULTI-PURPOSE BUILDING  
6500 SOUTH MACARTHUR BOULEVARD (P.O. BOX 25082, ZIP 73125-4933)  
OKLAHOMA CITY, OK 73169-4933

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN M. HOWARD PRESIDENT AND CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RANDY CRAMER CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/16/2001	16B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)	16C. DATE SIGNED

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE 1 OF 1

2. AMENDMENT/MODIFICATION NO A004	3. EFFECTIVE DATE 11/14/01	4. REQUISITION/PURCHASE REQ NO. 0200007	5. PROJECT NO (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

FAA, MIKE MONRONEY AERONAUTICAL CENTER  
AMT CONTRACTING TEAM AMQ-310  
P O BOX 25082  
OKLAHOMA CITY OK 73125-4929

## FOR MORE INFORMATION CONTACT:

Name: RANDY CRAMER, AMQ-310  
Telephone No. (405) 954-7831  
Fax: (405) 954-3030

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ALL PROSPECTIVE OFFERORS

(X)	9A. AMENDMENT OF SOLICITATION NO DTFA-02-02-R-00007A
X	9B. DATED (SEE ITEM 11) 9/14/01
	10A. MODIFICATION OF CONTRACT/ORDER
	10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF Solicitations

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E.	IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return [ ] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation referenced in Item 9A above for Airway Facilities Instructional Support Services is hereby amended as follows:

A. The solicitation is hereby revised, renumbered as DTFA-02-02-R-00007B, and attached hereto. Specific changes contained therein are identified on the following page.

## REFERENCE ITEM 11 ABOVE. ACKNOWLEDGE RECEIPT OF THIS AMENDMENT TO:

FAA BID & PROPOSAL OFFICER (AMQ-140)  
ROOM 321, MULTI-PURPOSE BUILDING  
6500 SOUTH MACARTHUR BOULEVARD (P.O. BOX 25082, ZIP 73125-4933)  
OKLAHOMA CITY, OK 73169-4933

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN M. HOWARD PRESIDENT AND CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RANDY CRAMER CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/21/2001	16B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)	16C. DATE SIGNED

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. TRACT ID CODE	PAGE	OF PAGES
	1	1
2. AMENDMENT/MODIFICATION NO A005	3. EFFECTIVE DATE 11/15/01	4. REQUISITION/PURCHASE REQ NO. 0200007
5. PROJECT NO (If applicable)		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)
		CODE

FAA, MIKE MONRONEY AERONAUTICAL CENTER  
AMT CONTRACTING TEAM AMQ-310  
P O BOX 25082  
OKLAHOMA CITY OK 73125-4929

## FOR MORE INFORMATION CONTACT:

Name: RANDY CRAMER, AMQ-310  
Telephone No. (405) 954-7831  
Fax: (405) 954-3030

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ALL PROSPECTIVE OFFERORS

(X)	9A. AMENDMENT OF SOLICITATION NO DTFA-02-02-R-00007B
X	9B. DATED (SEE ITEM 11) 9/14/01
	10A. MODIFICATION OF CONTRACT/ORDER
	10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF Solicitations**

(X) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [ ] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E.	<b>IMPORTANT:</b> Contractor [ ] is not, [X] is required to sign this document and return [ ] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The solicitation referenced in Item 9A above for Airway Facilities Instructional Support Services is hereby amended as follows:

A. The solicitation is hereby revised by amended Attachment 005. Closing date is extended until November 21, 2001 @ 3:30PM, Central Time.

**REFERENCE ITEM 11 ABOVE. ACKNOWLEDGE RECEIPT OF THIS AMENDMENT TO:**

FAA BID & PROPOSAL OFFICER (AMQ-140)  
ROOM 321, MULTI-PURPOSE BUILDING  
6500 SOUTH MACARTHUR BOULEVARD (P.O. BOX 25082, ZIP 73125-4933)  
OKLAHOMA CITY, OK 73169-4933

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN M. HOWARD PRESIDENT AND CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RANDY CRAMER CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/21/2001
	16B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)
	16C. DATE SIGNED

**PART I – SECTION (SCHEDULE) B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**BASE YEAR**

B.1(a) The contractor shall furnish all personnel and when required, space, materials, equipment and supplies to provide Administrative support services in accordance with the terms, conditions and provisions set forth herein and in the attached Statement of Work (SOW) Section J, Attachment 001. The contractor shall be paid for services performed in accordance with the following price schedule:

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.1	PHASE-IN (Not applicable to Option Years)	1	JOB	(Not-Separately Priced)	\$0.00

B.1(b) SCHEDULE OF RATES (To extend one year from date of award )

<u>CLIN</u>	<u>Labor Category</u>	<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Estimated Total Amount</u>
2.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN Full Time Equivalent (FTE) Support (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	34880	HR	\$ <u>48.58</u>	\$ <u>1,694,470.40</u>
3.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN (Part Time Support)	70,000	HR	\$ <u>40.77</u>	\$ <u>2,853,900.00</u>
4.1	INSTRUCTIONAL SYSTEMS DESIGN SPECIALIST (ISDS)	15000	HR	\$ <u>34.16</u>	\$ <u>512,400.00</u>
5.1	COMPUTER OPERATOR	5000	HR	\$ <u>28.69</u>	\$ <u>143,450.00</u>
6.1	ILLUSTRATOR II	1000	HR	\$ <u>31.08</u>	\$ <u>31,080.00</u>
7.1	TECHNICAL WRITER	250	HR	\$ <u>33.72</u>	\$ <u>8,430.00</u>
8.1	<u>FIRST LINE SUPERVISOR</u>				
8.2	FULL TIME (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	1776	HR	\$ <u>49.90</u>	\$ <u>88,622.40</u>
8.3	PART TIME	1500	HR	\$ <u>49.46</u>	\$ <u>74,190.00</u>
9.1	<u>PROGRAM MANAGEMENT/CLERK TYPIST</u> (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)				
9.2	PROJECT MANAGER	1776	HR	\$ <u>59.09</u>	\$ <u>104,943.84</u>
9.3	ASSISTANT PROJECT MANAGER	1776	HR	\$ <u>52.11</u>	\$ <u>92,547.36</u>
9.4	CLERK TYPIST	1776	HR	\$ <u>29.81</u>	\$ <u>52,942.56</u>
10.1	SHIFT DIFFERENTIAL PREMIUM (Applicable to all labor categories hereunder)			% 10%	
11.1	EXPERTISE PREMIUM			To be negotiated	
12.1	TRAVEL/SAFETY EQUIPMENT/OTHER DIRECT COSTS			NOT TO EXCEED	\$30,000.00



PART I - SECTION (SCHEDULE) B  
SUPPLIES OR SERVICES AND PRICES/COSTS  
FIRST OPTION YEAR

B.1(b) SCHEDULE OF RATES

CLIN	Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Estimated Total Amount
2.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN Full Time Equivalent (FTE) Support (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	34880	HR	\$ <u>49.94</u>	\$ <u>1,741,907.20</u>
3.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN (Part Time Support)	70,000	HR	\$ <u>41.94</u>	\$ <u>2,935,800.00</u>
4.1	INSTRUCTIONAL SYSTEMS DESIGN SPECIALIST (ISDS)	15000	HR	\$ <u>35.15</u>	\$ <u>527,250.00</u>
5.1	COMPUTER OPERATOR	5000	HR	\$ <u>28.69</u>	\$ <u>143,450.00</u>
6.1	ILLUSTRATOR II	1000	HR	\$ <u>31.05</u>	\$ <u>31,050.00</u>
7.1	TECHNICAL WRITER	250	HR	\$ <u>33.69</u>	\$ <u>8,422.50</u>
8.1	<u>FIRST LINE SUPERVISOR</u>				
8.2	FULL TIME (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	1776	HR	\$ <u>51.30</u>	\$ <u>91,108.80</u>
8.3	PART TIME	1500	HR	\$ <u>50.85</u>	\$ <u>76,275.00</u>
9.1	<u>PROGRAM MANAGEMENT/CLERK TYPIST</u> (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)				
9.2	PROJECT MANAGER	1776	HR	\$ <u>60.78</u>	\$ <u>107,945.28</u>
9.3	ASSISTANT PROJECT MANAGER	1776	HR	\$ <u>53.60</u>	\$ <u>95,193.60</u>
9.4	CLERK TYPIST	1776	HR	\$ <u>29.82</u>	\$ <u>52,960.32</u>
10.1	SHIFT DIFFERENTIAL PREMIUM (Applicable to all labor categories hereunder)			<u>% 10</u>	
11.1	EXPERTISE PREMIUM			To be negotiated	
12.1	TRAVEL/SAFETY EQUIPMENT/OTHER DIRECT COSTS			NOT TO EXCEED	\$30,000.00

**PART I - SECTION (SCHEDULE)B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**  
**SECOND OPTION YEAR**

**B.1(b) SCHEDULE OF RATES**

<u>CLIN</u>	<u>Labor Category</u>	<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Estimated Total Amount</u>
2.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN Full Time Equivalent (FTE) Support (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	34880	HR	\$ <u>51.39</u>	\$ <u>1,792,483.20</u>
3.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN (Part Time Support)	70,000	HR	\$ <u>43.19</u>	\$ <u>3,023,300.00</u>
4.1	INSTRUCTIONAL SYSTEMS DESIGN SPECIALIST (ISDS)	15000	HR	\$ <u>36.19</u>	\$ <u>542,850.00</u>
5.1	COMPUTER OPERATOR	5000	HR	\$ <u>28.70</u>	\$ <u>143,500.00</u>
6.1	ILLUSTRATOR II	1000	HR	\$ <u>31.07</u>	\$ <u>31,070.00</u>
7.1	TECHNICAL WRITER	250	HR	\$ <u>33.70</u>	\$ <u>8,425.00</u>
<u>8.1</u>	<u>FIRST LINE SUPERVISOR</u>				
8.2	FULL TIME (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	1776	HR	\$ <u>52.76</u>	\$ <u>93,701.76</u>
8.3	PART TIME	1500	HR	\$ <u>52.29</u>	\$ <u>78,435.00</u>
<u>9.1</u>	<u>PROGRAM MANAGEMENT/CLERK TYPIST</u> (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)				
9.2	PROJECT MANAGER	1776	IIR	\$ <u>62.53</u>	\$ <u>111,053.28</u>
9.3	ASSISTANT PROJECT MANAGER	1776	HR	\$ <u>55.13</u>	\$ <u>97,910.88</u>
9.4	CLERK TYPIST	1776	HR	\$ <u>29.83</u>	\$ <u>52,978.08</u>
10.1	SHIFT DIFFERENTIAL PREMIUM (Applicable to all labor categories hereunder)			<u>% 10</u>	
11.1	EXPERTISE PREMIUM			To be negotiated	
12.1	TRAVEL/SAFETY EQUIPMENT/OTHER DIRECT COSTS			NOT TO EXCEED	\$30,000.00

PART I - SECTION (SCHEDULE) B  
SUPPLIES OR SERVICES AND PRICES/COSTS  
THIRD OPTION YEAR

B.1(b) SCHEDULE OF RATES

CLIN	Labor Category	Estimated Annual Requirements	Unit	Hourly Composite Rate	Estimated Total Amount
2.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN Full Time Equivalent (FTE) Support (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	34880	HR	\$ <u>52.85</u>	\$ <u>1,843,408.00</u>
3.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN (Part Time Support)	70,000	HR	\$ <u>44.44</u>	\$ <u>3,110,800.00</u>
4.1	INSTRUCTIONAL SYSTEMS DESIGN SPECIALIST (ISDS)	15000	HR	\$ <u>37.23</u>	\$ <u>558,450.00</u>
5.1	COMPUTER OPERATOR	5000	HR	\$ <u>28.71</u>	\$ <u>143,550.00</u>
6.1	ILLUSTRATOR II	1000	HR	\$ <u>31.05</u>	\$ <u>31,050.00</u>
7.1	TECHNICAL WRITER	250	HR	\$ <u>33.69</u>	\$ <u>8,422.50</u>
8.1	<u>FIRST LINE SUPERVISOR</u>				
8.2	FULL TIME (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	1776	HR	\$ <u>54.26</u>	\$ <u>96,365.76</u>
8.3	PART TIME	1500	HR	\$ <u>53.78</u>	\$ <u>80,670.00</u>
9.1	<u>PROGRAM MANAGEMENT/CLERK TYPIST</u> (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)				
9.2	PROJECT MANAGER	1776	HR	\$ <u>64.33</u>	\$ <u>114,250.08</u>
9.3	ASSISTANT PROJECT MANAGER	1776	HR	\$ <u>56.71</u>	\$ <u>100,716.96</u>
9.4	CLERK TYPIST	1776	HR	\$ <u>29.84</u>	\$ <u>52,995.84</u>
10.1	SHIFT DIFFERENTIAL PREMIUM (Applicable to all labor categories hereunder)			% 10	
11.1	EXPERTISE PREMIUM			To be negotiated	
12.1	TRAVEL/SAFETY EQUIPMENT/OTHER DIRECT COSTS			NOT TO EXCEED	\$30,000.00

**PART I - SECTION (SCHEDULE) B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**  
**FOURTH OPTION YEAR**

B.1(b) SCHEDULE OF RATES

<u>CLIN</u>	<u>Labor Category</u>	<u>Estimated Annual Requirements</u>	<u>Unit</u>	<u>Hourly Composite Rate</u>	<u>Estimated Total Amount</u>
2.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN Full Time Equivalent (FTE) Support (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	34880	HR	\$ <u>54.34</u>	\$ <u>1,895,379.20</u>
3.1	INSTRUCTOR, ELECTRONIC ENGINEER/TECHNICIAN (Part Time Support)	70,000	HR	\$ <u>45.74</u>	\$ <u>3,201,800.00</u>
4.1	INSTRUCTIONAL SYSTEMS DESIGN SPECIALIST (ISDS)	15000	HR	\$ <u>38.30</u>	\$ <u>574,500.00</u>
5.1	COMPUTER OPERATOR	5000	HR	\$ <u>28.71</u>	\$ <u>143,550.00</u>
6.1	ILLUSTRATOR II	1000	HR	\$ <u>31.04</u>	\$ <u>31,040.00</u>
7.1	TECHNICAL WRITER	250	HR	\$ <u>33.68</u>	\$ <u>8,420.00</u>
<u>8.1</u>	<u>FIRST LINE SUPERVISOR</u>				
8.2	FULL TIME (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)	1776	HR	\$ <u>55.81</u>	\$ <u>99,118.56</u>
8.3	PART TIME	1500	HR	\$ <u>55.32</u>	\$ <u>82,980.00</u>
<u>9.1</u>	<u>PROGRAM MANAGEMENT/CLERK TYPIST</u> (Minimum order quantity, reference Section F, Deliveries or Performance, clause 3.2.4-20 Indefinite Quantity.)				
9.2	PROJECT MANAGER	1776	HR	\$ <u>66.18</u>	\$ <u>117,535.68</u>
9.3	ASSISTANT PROJECT MANAGER	1776	HR	\$ <u>58.34</u>	\$ <u>103,611.84</u>
9.4	CLERK TYPIST	1776	HR	\$ <u>29.84</u>	\$ <u>52,995.84</u>
10.1	SHIFT DIFFERENTIAL PREMIUM (Applicable to all labor categories hereunder)			<u>% 10</u>	
11.1	EXPERTISE PREMIUM			To be negotiated	
12.1	TRAVEL/SAFETY EQUIPMENT/OTHER DIRECT COSTS			NOT TO EXCEED	\$30,000.00

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

The contractor shall provide personnel necessary to administer, manage, and furnish instruction of the work specifically defined in PART III, Section J, List of Attachments, Attachment 1, Statement of Work (SOW) for Airway Facilities Instruction Support Services

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1.1.

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT  
(APRIL 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE AND DELIVERY.

(a) The contract provides for a basic period of performance, which will begin on date of award. The basic period of performance is followed by four 1-year option periods to be exercised at the sole discretion of the Government. For purposes of issuing task orders hereunder, the contract continues for a period ending six months from September 30, 2006

F.2 PLACE OF PERFORMANCE

All Airway Facilities training support services shall primarily be accomplished at the Mike Monroney Aeronautical Center, FAA Academy, 6500 South MacArthur Blvd, Oklahoma City, OK 73169, except for such work as is specifically directed by the Contracting Officer to be performed at other locations.

## F.3 TRANSITION AND PERIOD OF PERFORMANCE

The transition period will commence at date of award and end no longer than 60 days thereafter. The transition may be waived at the discretion of the Government. The period of performance will begin on date of award and extend for a period of one year. The base period is followed by four 1-year option periods to be exercised at the sole discretion of the Government.

## F.4 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.5 CHANGE TO INDIVIDUAL DELIVERY ORDER  
SCHEDULE (JAN 1997)

CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1.1.

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)  
3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)  
3.10.1-24 NOTICE OF DELAY (NOVEMBER 1997)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

## G.2 INVOICING PROCEDURES - GENERAL (JUL 1997)

CLA.0135r

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for each month of performance of services, as follows:

- (1) The original to: FAA, Mike Monroney Aeronautical Center  
Financial Operations Division, AMZ-100  
P.O. Box 25710  
Oklahoma City, OK 73125-4913
- (2) Two copies to: FAA, Mike Monroney Aeronautical Center  
Airway Facilities Division,  
Training Operations and Technologies Support Branch, AMA-405  
P.O. Box 25082  
Oklahoma City, OK 73125
- (3) One copy to: FAA, Mike Monroney Aeronautical Center  
Aviation, Medical & Training Division, AMQ-340  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

## G.3 ACCOUNTING AND APPROPRIATION DATA (JAN 1997)

CLA.0502

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 TASK ORDER PROCESSING

(a) Task orders will be issued in order of priority, which may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer's Representative (COR) to deviate from the priority order.

(b) Task orders will be issued upon completion of the following sequence of actions.

(1) The Contracting Officer issues a request for task proposal, with a copy of the Task Description Sheet attached.

(2) The contractor submits a task proposal to the Contracting Officer including:

- (i) A milestone schedule.
- (ii) Proposed completion or delivery date.
- (iii) A breakdown of the proposed costs by category of discipline/skill.

(iv) Proposed travel costs, if applicable.

(3) Each task will be negotiated. Following the completion of negotiations, the contractor will submit his best and final offer. If the Government accepts the contractor's best and final offer, a task order will be issued. The Government will notify the contractor if the Government does not accept the contractor's best and final offer.

(4) The task order will be signed, dated, and issued by the Contracting Officer. Each task order will contain the following information:

(i) An appropriate delivery order number and a reference to this contract number.

(ii) A description of the services to be performed presented in a Task Work Statement format.

(iii) Any special requirements relating to the specific task to be performed.

(iv) Period of performance.

(v) Ceiling price.

(c) Task orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a task order, with a copy of the Task Description Sheet attached, directing the contractor to proceed with performance of the work specified. Such task order will specify a ceiling price. The contractor will proceed with performance of the work required by the task order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations if required will be conducted to establish a new ceiling price.

(e) Any task order issued during the term of this contract, and not completed within that term, shall be completed by the contractor within the time specified in the task order. The rights and obligations of the contractor and the Government respecting that task order shall be governed by the terms of this contract as fully and to the same extent as if completed during the effective term of this contract.

(f) Notwithstanding the provisions of AMS clause 3.2.4-20, entitled "INDEFINITE QUANTITY, (JUL 1996)" if the Government and the contractor fail to agree on pricing for a task the Government may award that task to another source.

## H.2 SUPERVISION

The contractor will designate, when required by delivery/task orders issued under this contract, one or more supervisors to be located on-site within the FAA Academy, or on-site at each location where supplemental Academy training is to be conducted. Contract supervisors will provide day-to-day supervision of contract personnel, including, but not limited to, work assignments, leave, payroll records, quality control, etc. Contract supervisors will coordinate task assignments with the designated Contracting Officer's Technical Representative. At no time will contract employees be supervised by Government personnel.

## H.3 OFFICE SPACE

The FAA will furnish office space at the Mike Monroney Aeronautical Center for conducting business as it relates to the performance under this contract in accordance with the SOW.



#### H.4 DISCRIMINATION/COMPLAINTS AND EMPLOYEE APPEALS

The contractor agrees that it will take the necessary action to insure that its employees including all subcontractors' employees cooperate fully with the Federal Aviation Administration (FAA) in regard to any personnel action or discrimination complaints involving students or former students of the FAA Academy. This would include cooperation in the preparation for and participation in discrimination complaint investigation and/or hearing and in any hearing before the Merit System Protection Board, and/or Equal Employment Opportunity Commission.

#### H.5 TRANSITION

(a) This contract contains transition requirements, which must be accomplished in accordance with the SOW.

(b) The contractor's transition plan shall include a provision for the contractor to receive, during the transition period, all work in process which cannot be completed by the incumbent contractor prior to contract start-up and work which can be postponed. This action is to enable the contractor to plan, estimate, and obtain the resources required to perform the work.

(c) All material and equipment inventories shall be conducted during the transition period. Any discrepancies in inventory will be resolved within 10 calendar days of commencement of services.

(d) The contractor shall not assume that incumbent contractor employees will be available to guide, direct, or specifically orient each contractor employee. The contractor shall cooperate with the incumbent contractor during the transition period and shall conform to the transition plan developed by the contractor and approved by the Government.

(e) During the transition period, the contractor shall provide for contingency services required or caused by a work disruption or stoppage by the incumbent contractor.

#### H.6 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful contractor is required and will be held as soon as possible after award of the contract. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

(b) The contractor will be given three working days notice prior to the date of the conference by the Contracting Officer.

#### H.7 CONTRACTOR CHANGEOVER (FOLLOW-ON CONTRACT)

The Government reserves the right to conduct site visits in all contractor-operated facilities in conjunction with any future solicitation for a follow-on contract. In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. With regard to the successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H.8 NOTIFICATION OF CRIMINAL ACTIVITY BY  
CONTRACT EMPLOYEE (JUL 2001)

CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.9 SAFETY AND HEALTH (JAN 1997)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg. 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action.

Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.10 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Actual Labor Rate Paid</u>	<u>Hours Worked</u>	<u>Total Labor Dollars</u>
Contract Skill I	Employee A - \$22.00	100	\$ 2,200.00
	Employee B - \$20.00	100	2,000.00
	Employee C - \$19.00	100	1,900.00
	Employee D - \$19.50	100	1,950.00
Invoice Total		400	\$ 8,050.00
Previous Totals (All other invoices)		4,000	79,950.00
Cumulative Total		4,400	\$88,000.00

Cumulative Weighted Average:  $\$88,000 / 4,400 \text{ hours} = \$20.00$

Cumulative Amount Billed:  $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00	100	\$ 1,800.00
	Employee H - \$19.00	100	1,900.00
	Employee J - \$18.50	100	1,850.00
Invoice Total		300	\$ 5,550.00
Previous Totals (All other invoices)		4,000	74,400.00
Cumulative Total		4,300	\$79,950.00

Cumulative Weighted Average  $\$79,950 / 4,300 \text{ hours} = \$18.59$

Cumulative Amount Billed:  $\$32.00 \times 4,300 \text{ hours} = \$137,600$

## Final Billing Adjustment

## Skill I

Wage ratio 93% ( $\$20.00/\$21.50$ ), Variance 7% ( $100\%-93\%$ ),

Adjustment 5% ( $98\%-93\%$ )

Credit to Government \$8,360 ( $\$167,200 \times 5\%$ )

## Skill II

Wage ratio 99% ( $\$18.59/\$18.75$ ), Variance 1% ( $100\%-99\%$ ),

Adjustment 0% ( $98\%-99\%$ )

Credit to Government \$-0- ( $\$137,600 \times 0\%$ )

H.11 CONTRACT SHUTDOWN PROCEDURES PENDING  
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.12 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (Jul 2001)  
CLA.1262

(a) Contractor Screening of Personnel. The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Government Screening Standards for Contractor Personnel.

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

## H.13 FAA FACILITY REGULATIONS (JUL 2001)

CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.14 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES  
AND VEHICLE DECALS (JUL 2001)

CLA.3403

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled 3.13-6 Contractor Personnel Suitability Requirements.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125.

The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

#### H.15 REIMBURSEMENT OF TRAVEL COSTS (SEP 2001)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The FAA will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative before travel costs are charged as a direct contract cost. Transportation, lodging and subsistence expenses shall be separately identified for reimbursement along with proof of the contractor's actual purchase price by individual, by trip. Subsistence cost (meals and incidental expenses) will be generally be billed and paid on a per diem basis. Payment of subsistence on an item basis may be authorized for specific trips.

(b) Government reimbursements shall not to exceed lodging, subsistence or per diem and other rates authorized for the travel destination by the Federal Travel Regulations, FPMR 101-7 as amended, issued by the General Services Administration (GSA) and maintained on their Website. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in written authorization to travel noted above. Expenses for transportation by other than common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to Government cost principles, i.e. allowable, reasonable and allocable requirements.

(d) Travel costs for transportation, lodging, per diem, subsistence and other related expenses shall not be burdened by any profit. Nominal handling charges for reservations, tickets, and receipts may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.



H.16 Contractor Personnel Suitability Requirements  
(JULY 2001) (AS REVISED 7/25/01) 3.13-6

CLA.4543

## (a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

POSITION	RISK LEVEL
Instructor, Electrical Engineer/Tech	5
Instructional Systems Design Specialist/Tech	5
Computer Operator III	5
Illustrator II	5
Technical Writer	5
First Line Supervisor	5
Project Manager	5
Assistant Project Manager	5
Clerk Typist	5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:  
Mgr., Investigations and Internal Security Branch, AMC-700  
Federal Aviation Administration  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, and  
(2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

H.17 AGREEMENT TO PARTICIPATE IN ALTERNATIVE  
DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute.

Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.18 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JULY 2001) CLA.4544

(a) All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(b) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.19 SECURITY FORMS SUBMITTAL REQUIREMENTS (JUL 2001) CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

(b) The applicable security forms are located on the Internet at <http://www.mmac.jcabi.gov/amq/security.htm> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

H.20 WAGE DETERMINATION

Notwithstanding the appearance of "Instructor" on the attached register of wage determination, it has been determined that instructor personnel performing hereunder have been classified as "professionals", and as such, are not subject to the Service Contract Act. Register of Wage Determination number 1994-2432, Revision # 12, is included as Attachment 002.

H.21 OTHER CONTRACT SUPPORT

Primary service hereunder is intended for FAA Academy, Airway Facilities Division (AMA-400) operations. However, service in support of other FAA and related organizations located at the Mike Monroney Aeronautical Center may be requested by those organizations. The same shall be coordinated with the CO and AMA-400 COTR, by the organization representative requesting service, at least fourteen (14) calendar days in advance of the need date.

In the event that AMA-400 operational requirements are such that the same would not be considered disruptive to ongoing Academy requirements, AMA-400 may allow such service to be solicited from the contractor.

The requiring organization would then issue a procurement request along with an accompanying Statement Of Work, routing the request through AMA-400 for concurrence, as well as all other applicable organizations for review, and finally to the CO for contractor solicitation. If agreement is reached, a separate delivery order may be issued for the service at the applicable labor rates as specified in Section B, Supplies/Services. Total cumulative supplemental support services ordered hereunder shall not exceed 10 percent of the estimate contained in Section B, Supplies or Services and Prices/Costs.

#### H.22 PROTECTIVE EQUIPMENT

Contractor shall be required to provide protective equipment for contractor personnel as required by Occupational Health & Safety Standards Act 29CFR 1910.132. All needs shall be coordinated in advance with designated COTR. Reference Section B, Supplies or Services and Prices/Costs, Clin 12.1.

#### H.23 QUALIFICATION OF EMPLOYEES (July 2000)

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.  
(End of Clause)

### PART II - SECTION I - CONTRACT CLAUSES

#### I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

#### I.2 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 calendar days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Contract Management Division, AMQ-340  
P. O. Box 25082  
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

#### 3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued at any time the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 3.2.4-17 ORDER LIMITATIONS (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract and listed under CLIN 2.1 and CLIN 8.2 only, in an amount of less than 100 Hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the total amounts estimated under each CLIN;

(2) Any order for a combination of items in excess of the total amounts estimated under each CLIN;

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## 3.2.4-20 INDEFINITE QUANTITY (JULY 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

## 3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

## 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor before the expiration date; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at any time during the contract period. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

## 3.3.1-10 AVAILABILITY OF FUNDS (APRIL 1996)

Funds are not presently available for this contract. The FAA's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**3.5-18 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (OCTOBER 1996)**

(a) As used in this clause, "restricted computer software" means any computer program, computer database, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or-privileged, or is published and copyrighted.

(b) Notwithstanding any provisions to the contrary contained in any Contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this purchase order/contract, and irrespective of whether any such agreement has been proposed prior to or after issuance of this purchase order/contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, vendor agrees that the Government may have the rights that are set forth in paragraph (c) of this clause to use, duplicate or disclose any restricted computer software delivered under this purchase order/contract. The terms and provisions of this contract, including any commercial lease or license agreement, shall be subject to paragraph (c) of this clause and shall comply with applicable Federal laws.

(c) (1) The restricted computer software delivered under this contract shall not be used, reproduced or disclosed by the Government except as provided in subparagraph (c) (2) of this clause or as expressly stated otherwise in this contract.

(2) The restricted computer software may be-

(i) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(ii) Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to same restrictions set forth in this purchase order/contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this purchase order/contract; and

(vi) Used or copied for use in or transferred to a replacement computer.

(3) If the restricted computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in subparagraph (c) (2) of this clause unless expressly stated otherwise in this purchase order/contract.

(4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any restricted computer software delivered under this purchase order/contract; or, if the vendor does not, the Government has the right to do so: "Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth herein.



(d) If any restricted computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Government in accordance with subparagraph (c)(3) of this clause, unless a statement substantially as follows accompanies such copyright notice: "Unpublished-rights reserved under the copyright laws of the United States."

### 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The offeror will notify the FAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.  
End of clause)

### 3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination.

<u>Employee class</u>	<u>Monetary Wage-Fringe Benefits</u>
Instructor, Electrical Engineer/Tech	FG-13 \$29.59
Instructional Systems Design Specialist/Tech	FG-13 \$29.59
Computer Operator	FG-9 \$17.16
Illustrator II	FG-9 \$17.16
Technical Writer	FG-9 \$17.16
First Line Supervisor	FG-13 \$34.96
Project Manager	FG-15 \$41.13
Assistant Project Manager	FG-15 \$41.13
Clerk/Typist	FG-7 \$14.03

Annual Leave: Two hours per week for service of less than three years; three hours per week for service of three years, but less than 15 years; and 4 hours per week for service of 15 years or more.

Paid Holidays: Ten per year.

Government's contribution to sick leave and to life, accident, and health insurance: 5.1 percent of basic hourly rate.

Government's contribution to retirement pay: 7 percent of basic hourly rate. NOTE: The wage rates and fringe benefits listed in this clause are included in the contract as required by section 2(a)(5) of the Service Contract Act of 1965, as amended, and are not minimum wage rates and fringe benefits required to be paid on this contract.

### 3.9.1-1 CONTRACT DISPUTES (AUGUST 1999)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
400 7th Street, S.W., Room 8332  
Washington, DC 20590

Telephone: (202) 366-6400

Facsimile: (202) 366-7400; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section.

In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

### 3.9.1.2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 calendar days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

### 3.10.1-9 Stop-Work Order (October 1996)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the termination for default or the termination for convenience clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled, and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

## 3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (JULY 1996) (REVISED)

(a) The Contracting Officer may designate other Government personnel, known as the Contracting Officer's Representative (COR), to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under

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NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section C, Clause 3.1-1.

1.13-3	COST/SCHEDULE STATUS REPORT PLANS (APRIL 2000)
3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997) 3.2.2.3-8
	AUDIT AND RECORDS (APRIL 1996)
3.2.2.3-25	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (APRIL 1996)
3.2.2.3-26	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (APRIL 1996)
3.2.2.3-27	SUBCONTRACTOR COST OR PRICING DATA (APRIL 1996)
3.2.2.3-28	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (APRIL 1996)
3.2.2.3-29	INTEGRITY OF UNIT PRICES (APRIL 1996)
3.2.2.3-31	FACILITIES CAPITAL COST OF MONEY (APRIL 1996)
3.2.2.3-32	WAIVER OF FACILITIES CAPITAL COST OF MONEY (APRIL 1996)
3.2.2.3-33	ORDER OF PRECEDENCE (NOVEMBER 1997)
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996)
3.2.4-5	ALLOWABLE COST AND PAYMENT (OCTOBER 1996)
3.2.5-1	OFFICIALS NOT TO BENEFIT (APRIL 1996)
3.2.5-3	GRATUITIES OR GIFTS (JANUARY 1999)
3.2.5-4	CONTINGENT FEES (OCTOBER 1996)
3.2.5-5	ANTI-KICKBACK PROCEDURES (OCTOBER 1996)
3.2.5-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996)
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999) 3.2.5-8
	WHISTLEBLOWER PROTECTION
	FOR CONTRACTOR EMPLOYEES (APRIL 1996)
3.2.5-11	DRUG FREE WORKPLACE (APRIL 1996)
3.3.1-1	PAYMENTS (APRIL 1996)
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
3.3.1-9	INTEREST (APRIL 1996) 3.3.1-15
	ASSIGNMENT OF CLAIMS (APRIL 1996)
3.3.1-17	PROMPT PAYMENT (AUGUST 1998)
3.3.1-25	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (JUNE 2001)
3.4.2-6	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES--SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APRIL 1996)
3.6.1-3	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERN (APRIL 1996)

3.6.1-4 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS  
SUBCONTRACTING PLAN (JUNE 1999)

3.6.1-6 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (APRIL 1996)

3.6.2-2 CONVICT LABOR (APRIL 1996)

3.6.2-4 WALSH-HEALEY PUBLIC CONTRACTS ACT (APRIL 1996)

3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)

3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS  
(JANUARY 1998) 3.6.2-13 AFFIRMATIVE ACTION FOR HANDICAPPED  
WORKERS (JANUARY 1998)

3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF  
VIETNAM ERA (JANUARY 1998)

3.6.2-28 SERVICE CONTRACT ACT OF 1965, as Amended (April 1996)

3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)

3.7-1 PRIVACY ACT NOTIFICATION (October 1996)

3.10.1-3 PENALTIES FOR UNALLOWABLE COSTS (OCTOBER 1996)

3.10.1-7 BANKRUPTCY (APRIL 1996)

3.10.1-13 CHANGES--COST-REIMBURSEMENT (APRIL 1996)

3.10.2-2 SUBCONTRACTS (COST-REIMBURSEMENT AND CEILING PRICED CONTRACTS)  
(OCTOBER 1996)

3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996)

3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)

### PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>
1	Statement of Work for Airway Facilities Instructional Support Services, including:  Attachment A - Human Resources Policy Manual 4.1
2	Department of Labor Wage Determination No. 1994-2432, Revision No. 2
3	Screening Standards - Contractor
4	Adjudicative Standards: Issues